

State of West Virginia Department of Administration Quotation Purchasing Division 2019 Washington Street East Post Office Box 50130 Charleston, WV 25305-0130

Request for [

RFO NUMBER FUEL09

ADDRESS CORRESPONDENCE TO ATTENTION OF TO ANN ADKINS B04-558-8802

*709014845 304-636-2600 GUTTMAN OIL COMPANY PO BOX 1728 ELKINS WV 26241

ALL STATE AGENCIES AND POLITICAL SUBDIVISIONS VARIOUS LOCALES AS INDICATED BY ORDER

TERMS OF SALE FREIGHT TERMS DATE PRINTED SHIP VIA F.O.B. 08/28/2008 NET 30 DAYS BEST WAY DESTINATION PREPAID BID OPENING DATE: BID OPENING TIME 01:30PM 09/23/2008 AMOUNT LINE QUANTITY LIOP UNIT PRICE ITEM NUMBER REQUEST FOR QUOTATION BLANKET OPEN END STATEWIDE CONTRACT TO SUPPLY AUTOMOTIVE GASOLINE FOR ALL WEST VIRGINIA STATE AGENCIES AND POLITICAL SUBDIVISIONS WENDORS SHALL USE THE ATTACHED "FUEL09 PRICING PAGE" TO ENTER THEIR QUOTATION. AN ELECTRONIC VERSION DF FUEL09 PRICING PAGE CAN BE FOUND AT: WWW.STATE.WV.US/ADMIN/PURCHASE/NEWBUL.HTM BIDDERS ARE REQUESTED THAT IN ADDITION TO THE REQUIRED PAPER BID THAT AN ELECTRONIC VERSION BE SUBMITTED WITH THEIR BID. VENDORS SHALL NOT E-MAIL THE ELECTRONIC COPY. IN THE EVENT THE PAPER BID AND THE ELECTRONIC BID COPY DO NOT MATCH, THE PAPER BID SHALL PREVAIL. *************** A PRE-BID MEETING WILL BE HELD ON SEPTEMBER 9, 2008 AT 10:30 AM IN THE PURCHASING DIVISION CONFERENCE ROOM LOCATED AT 2019 WASHINGTON STREET E., CHARLESTON, WV 25305. ****THIS IS NOT A MANDATORY MEETING**** QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS 09/08/2008. | QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER OR EMAIL. IN ORDER TO ASSURE NO VENDOR PECFIVED RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTIONS WILL BE ANSWERED DRALLY. IF POSSIBLE, QUESTIONS ARE PREFERRED. 2000 SEP 23 A H: 51 ADDRESS INQUIRES TO: SEE REVERSE SIDE FOR TERMS AND CONDITIONS: TELEPHONE 800-296-5823 SIGNATURE lloiti 9-22-08 25-0956510 ADDRESS CHANGES TO BE NOTED ABOVE WHEN RESPONDING TO BEO INSERT NAME AND ADDRESS IN SPACE ABOVE LARFLED 'VENDOR'

GENERAL TERMS & CONDITIONS REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)

- 1. Awards will be made in the best interest of the State of West Virginia.
- 2. The State may accept or reject in part, or in whole, any bid.
- 3. All quotations are governed by the West Virginia Code and the Legislative Rules of the Purchasing Division.
- 4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
- 5. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
- 6. Payment may only be made after the delivery and acceptance of goods or services.
- 7. Interest may be paid for late payment in accordance with the West Virginia Code.
- 8. Vendor preference will be granted upon written request in accordance with the West Virginia Code.
- 9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
- 10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
- 11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
- 12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
- 13. BANKRUPTCY: In the event the vendor/contractor files for bankruptcy protection, this Contract may be deemed null and void, and terminated without further order.
- 14. HIPAA BUSINESS ASSOCIATE ADDENDUM: The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (http://www.state.wv.us/admin/purchase/vrc/hipaa.htm) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
- 15. WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT: If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

INSTRUCTIONS TO BIDDERS

- 1. Use the quotation forms provided by the Purchasing Division.
- 2. SPECIFICATIONS: Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as EQUAL to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
- Complete all sections of the quotation form.
- 4. Unit prices shall prevail in case of discrepancy.
- 5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
- **6. BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130



State of West Virginia
Department of Administration

Request for
Quotation Purchasing Division 2019 Washington Street East Post Office Box 50130 Charleston, WV 25305-0130

AFQ NUMBER FUEL09 2

ADDRESS CORRESPONDENCE TO ATTENTION OF JO ANN ADKINS 304-558-8802

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ALL STATE AGENCIES AND POLITICAL SUBDIVISIONS VARIOUS LOCALES AS INDICATED BY ORDER

*709014845 304-636-2600 GUTTMAN OIL COMPANY PO BOX 1728 ELKINS WV 26241

OPENNO DATE: OP / 23/2008 CNE GUANTITY UOP CAT STEMMUMBER UNITARGE AMOUNT JO ANN ADKINS DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON STREET EAST CHARLESTON, WV 25.05 PAX: 304-559-4115 EMAIL: JO.A. ADKINSØWV. GOV ATTACHMENTS TO THIS REQUEST FOR QUOTATION. 1. FUEL09 SPECIFICATIONS, 7 PAGES. 2. FUEL09 PRICING PAGE 1 PAGE. 3. WV MAP DIVIDED BY REGIONS/DISTRICTS 4. PURCHASING AFFIDAVIT EXHIBIT 3 LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AND EXTENDS FOR A PERIOD OF SIX (6) MONTHS OR UNTIL SUCH "RESSONABLE TIME" PERFAPTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT THE "RESSONABLE TIME" PERFLOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VERDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE. SEE REVERSE SIDE FOR TERMS AND CONDITIONS ONLY BRANCH MANAGER SEE REVERSE SIDE FOR TERMS AND CONDITIONS ONLY BRANCH MANAGER SEE REVERSE SIDE FOR TERMS AND CONDITIONS ONLY BRANCH MANAGER SEE REVERSE SIDE FOR TERMS AND CONDITIONS ONLY BRANCH MANAGER SEE REVERSE SIDE FOR TERMS AND CONDITIONS ONLY BRANCH MANAGER SEE REVERSE SIDE FOR TERMS AND CONDITIONS ONLY BRANCH MANAGER SEE REVERSE SIDE FOR TERMS AND CONDITIONS ONLY BRANCH MANAGER TO BE NOTED ABOVE	DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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Request for

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RFQ NUMBER FUELO9 PAGE 3

ADDRESS CORRESPONDENCE TO ATTENTION OF

JO ANN ADKINS 304-558-8802

VENDOR

304-636-2600 *709014845 GUTTMAN OIL COMPANY PO BOX 1728

ELKINS WV 26241 ALL STATE AGENCIES AND POLITICAL SUBDIVISIONS VARIOUS LOCALES AS INDICATED BY ORDER

FREIGHT TERMS DATE PRINTED TERMS OF SALE SHIP VIA F.O.B. DESTINATION PREPAID 08/28/2008 NET 30 DAYS BEST WAY BID OPENING DATE: BID OPENING TIME 01:30PM 09/23/2008 UNIT PRICE AMOUNT LINE UOP ITEM NUMBER QUANTITY UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT. RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE DRIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) (6) MONTH PERIODS THE DIRECTOR OF PURCHASING RESERVES THE CANCELLATION RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN. OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANS-PORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME DF WORK.) QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN. DRDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A SEE REVERSE SIDE FOR TERMS AND CONDITIONS TELEPHONE 800-296-5823 SIGNATURE 9-22-08 ADDRESS CHANGES TO BE NOTED ABOVE BRANCH MANAGER 25-0956510



State of West Virginia Department of Administration Quotation Purchasing Division 2019 Washington Street East Post Office Box 50130 Charleston, WV 25305-0130

Request for AFGNUMBER

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FUEL09

... ADDRESS CORRESPONDENCE TO ATTENTION OF JO ANN ADKINS 304-558-8802

304-636-2600 *709014845 GUTTMAN OIL COMPANY PO BOX 1728 ELKINS WV 26241

ALL STATE AGENCIES AND POLITICAL SUBDIVISIONS VARIOUS LOCALES AS INDICATED BY ORDER

DATE PRINTED TERMS OF SALE SHIP VIA FOB FREIGHT TERMS 08/28/2008 NET 30 DAYS BEST WAY DESTINATION PREPAID 01:30PM BID OPENING DATE: BID OPENING TIME 09/23/2008 QUANTITY UOP. UNIT PRICE AMOUNT LINE ITEM NUMBER WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED OR AN ELECTRONIC VERSION SHALL BE SENT TO THE MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT. BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATI-CALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER . THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM. REV. 04/11/2001 EXHIBIT 6 PRICE ADJUSTMENT PROVISION: THE STATE OF WEST VIRGINIA WILL CONSIDER BIDS THAT CONTAIN PROVISIONS FOR PRICE ADJUSTMENTS PRIOR TO THE DRIGINAL EXPIRATION OF THE CONTRACT, PROVIDED THAT SUCH PRICE ADJUSTMENT COVERS BOTH UPWARD AND DOWNWARD MOVEMENT OF THE COMMODITY PRICE, AND THAT ADJUSTMENT ts based on the "pass through" increast or decrease of RAW MATERIALS AND/OR LABOR, WHICH MAKE UP ALL OR A SUBSTANTIAL PART OF A PRODUCT. ADJUSTMENTS ARE TO BE SEE REVERSE SIDE FOR TERMS AND CONDITIONS SIGNATURE 800-296-5823 9-22-08 ADDRESS CHANGES TO BE NOTED ABOVE BRANCH MANAGER 25-0956510



Request for Quotation

RFONUMBER FUEL09 PAGE

ADDRESS CORRESPONDENCE TO ATTENTION OF

JO ANN ADKINS 304-558-8802

DOCZ#<

*709014845 304-636-2600 GUTTMAN OIL COMPANY PO BOX 1728

ELKINS WV 26241

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RFQ NUMBER FUEL09 6

ADDRESS CORRESPONDENCE TO ATTENTION OF

JO ANN ADKINS 304-558-8802

304-636-2600

ELKINS WV 26241

GUTTMAN OIL COMPANY

*709014845

PO BOX 1728

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Request for p

REQ NUMBER FUEL09

ADDRESS CORRESPONDENCE TO ATTENTION OF

JO ANN ADKINS \$04-558-8802

*709014845 304-636-2600 GUTTMAN OIL COMPANY PO BOX 1728

ELKINS WV 26241

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Request for p

RFQ NUMBER FUEL09

ADDRESS CORRESPONDENCE TO ATTENTION OF JO ANN ADKINS 304-558-8802

ALL STATE AGENCIES AND POLITICAL SUBDIVISIONS VARIOUS LOCALES AS INDICATED BY ORDER

*709014845 304-636-2600 GUTTMAN OIL COMPANY PO BOX 1728

ELKINS WV 26241

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State of West Virginia Department of Administration Purchasing Division 2019 Washington Street East Post Office Box 50130 Charleston, WV 25305-0130

Request for Quotation

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RFONUMBER FUEL09 PAGE 9

ADDRESS CORRESPONDENCE TO ATTENTION OF JO ANN ADKINS 304-558-8802

*709014845 304-636-2600 GUTTMAN OIL COMPANY PO BOX 1728 ELKINS WV 26241

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Request for |

RFO NUMBER FUEL09

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ADDRESS CORRESPONDENCE TO ATTENTION OF: JO ANN ADKINS 304-558-8802

ALL STATE AGENCIES AND POLITICAL SUBDIVISIONS VARIOUS LOCALES AS INDICATED BY ORDER

*709014845 304-636-2600 GUTTMAN OIL COMPANY PO BOX 1728

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State of West Virginia
Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130 Charleston, WV 25305-0130

Request for

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REQ NUMBER FUEL09

....ADDRESS.CORRESPONDENCE TO ATTENTION OF TO ANN ADKINS \$04-558-8802

*709014845 PO BOX 1728

304-636-2600 GUTTMAN OIL COMPANY

ELKINS WV 26241

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State of West Virginia
Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

Request for Quotation

RFO NUMBER FUEL 09

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JO ANN ADKINS 304-558-8802

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ALL STATE AGENCIES
AND POLITICAL SUBDIVISIONS
VARIOUS LOCALES AS INDICATED
BY ORDER

*709014845 304-636-2600 GUTTMAN OIL COMPANY PO BOX 1728 ELKINS WV 26241

FREIGHT TERMS TERMS OF SALE SHIP VIA DATE PRINTED NET 30 DAYS 09/10/2008 BEST WAY 01:30PM BID OPENING DATE: 09/23/2008 CAT NO UNIT PRICE AMOUNT ITEM NUMBER LINE QUANTITY ********************************** TO REPLACE THE TEAM RVP WITH ATTACHED FORM. **END OF ADDENDUM NO. 2*** SEE REVERSE SIDE FOR TERMS AND CONDITIONS: TELEPHONE 800-296-5823 SIGNATURE 9-22-08 TITLE ADDRESS CHANGES TO BE NOTED ABOVE

25-0956510

BRANCH MANAGER

maximum of 5% preference for both "A" and "B".

State of West Virginia

VENDOR PREFERENCE CERTIFICATE

Certification and application* is hereby made for Preference in accordance with West Virginia Code, §5A-3-37. (Does not apply to construction contracts). West Virginia Code, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the West Virginia Code. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

1.	Application is made for 2.5% resident vendor preference for the reason checked: Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preced-
	ing the date of this certification; or , Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately
	preceding the date of this certification; or , Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or ,
2. <u>XXX</u>	Application is made for 2.5% resident vendor preference for the reason checked: Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
3.	Application is made for 2.5% resident vendor preference for the reason checked: Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
4.	Application is made for 5% resident vendor preference for the reason checked: Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
5.	Application is made for 3.5% resident vendor preference who is a veteran for the reason checked: Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
6.	Application is made for 3.5% resident vendor preference who is a veteran for the reason checked: Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.
requiren againsts or deduc	nderstands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the nents for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency sted from any unpaid balance on the contract or purchase order.
authorize the requ deemed	hission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and es the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid ired business taxes, provided that such information does not contain the amounts of taxes paid nor any other information by the Tax Commissioner to be confidential.
and acc	enalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true urate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.
Bidder:	GUTTMAN OIL COMPANY Signed: / What I /allatt
Date:	9-22-08 Title: BRANCH MANAGER
	y combination of preference consideration(s) in either "A" or "B", or both "A" and "B" which you are entitled to receive. You may request up to the



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State of West Virginia Department of Administration Quotation Purchasing Division 2019 Washington Street East Post Office Box 50130 Charleston, WV 25305-0130

Request for [

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RFQ NUMBER FUFL09

ADDRESS CORRESPONDENCE TO ATTENTION OF JO ANN ADKINS 304-558-8802

*709014845 304-636-2600 GUTTMAN OIL COMPANY PO BOX 1728 ELKINS WV 26241

ALL STATE AGENCIES AND POLITICAL SUBDIVISIONS VARIOUS LOCALES AS INDICATED BY ORDER

DATE PRINTED TERMS OF SALE SHIP VIA FOB: FREIGHT TERMS 09/17/2008 NET 30 DAYS BEST WAY DESTINATION PREPAID BID OPENING DATE: 09/23/2008 OPENING TIME 01:30PM LINE QUANTITY UOP UNIT PRICE ITEM NUMBER AMOUNT ******************ADDENDUM NO. 3***** FUEL09 SPECIFICATIONS, REVISED, DATED 09/17/08. 2.FUEL09 PRICING/INFORMATION PAGE, REVISED. B. FUEL09/FUELHD09 OUESTIONS & ANSWERS A. MANDATORY PRE-BID SIGN-IN SHEETS ATTACHED. 5. REMOVING EXHIBIT 6 | PRICE ADJUSTMENT PROVISION. LOCATED ON PAGE 4 OF THE ORIGINAL REQUEST FOR QUOTATION D001 Ls 405-15 7 GASOLINE SEE REVERSE SIDE FOR TERMS AND CONDITIONS 800-296-5823 9-22-08 ADDRESS CHANGES TO BE NOTED ABOVE 25-095-6510 Branch Manager



State of West Virginia
Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50120 Post Office Box 50130 Charleston, WV 25305-0130

FUEL09

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ADDRESS CORRESPONDENCE TO ATTENTION OF: JO ANN ADKINS 304-558-8802

ALL STATE AGENCIES AND POLITICAL SUBDIVISIONS VARIOUS LOCALES AS INDICATED BY ORDER

*709014845 304-636-2600 GUTTMAN OIL COMPANY PO BOX 1728 ELKINS WV 26241

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REQUISITION NO.: FUEL09

ADDENDUM ACKNOWLEDGEMENT

I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.

ADDENDUM NO.'S:

NO. 1 XX

NO. 2 XX

NO. 3

NO. 4

NO. 5

I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS. VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.

SIGNATURE

GUITMAN OIL COMPANY
COMPANY

9-22-08

DATE

REV. 11/96

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